

Texas State Soil & Water Conservation Board

1497 Country View Lane

Temple Texas 76504

Invitation for Bid

Janitorial Services

IFB #592-21-TEMPLE

Dated: February 24, 2021

Bid Opening Date: March 26, 2021

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# TEXAS STATE SOIL & WATER CONSERVATION BOARD INVITATION FOR BIDS

IFB 3/2008

IF NOT BIDDING  
DO NOT RETURN THIS FORM.  
BIDDER AGREES TO COMPLY WITH  
ALL TERMS & CONDITIONS OF THIS IFB

BID OPENING ▶ 10:00AM 3/26/2021

REQUISITION NO. ▶ 592-21-TEMPLE

PAGE 1 OF 6

❑ FAILURE TO SIGN WILL DISQUALIFY BID

AGENCY TO INVOICE
Texas State Soil & Water Conservation Board 1497 Country View Lane Temple, TX 76504
DESTINATION OF GOODS IF DIFFERENT THAN ABOVE
1497 Country View Lane Temple, TX 76504

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in 34 TAC Rule 20.32(68).

## WHEN BIDDING:

Each bid must be placed in a separate envelope with bid opening date and requisition number annotated immediately below return address on SEALED BID ENVELOPE.

## IF BIDDING, RETURN SEALED BIDS TO:

TSSWCB  
1497 COUNTRY VIEW LANE, TEMPLE, TX 76504

## OR HAND DELIVER

OR OVERNIGHT/EXPRESS MAIL TO:  
1497 Country View Lane, Temple, Texas 76504

## FAX NUMBER FOR BIDS & ADDENDUMS ONLY:

254-773-3311

Call 254-773-2250 for FAX confirmation (8:00 am - 5:00 pm)

❑ VENDOR ADDRESS AND IDENTIFICATION NUMBER ❑

Vendor ID#

Vendor ID # \_\_\_\_\_

AN IDENTIFICATION NUMBER IS REQUIRED TO PROCESS PAYMENT FOR GOODS/SERVICES PURCHASED AGAINST CONTRACT AWARDS. THE FEDERAL EMPLOYERS IDENTIFICATION NUMBER (EIN) WILL BE USED TO ESTABLISH A PAYEE ID NUMBER:

PLEASE ENTER YOUR FEDERAL EIN:

Every vendor MUST have an EIN prior to receiving payment under an awarded contract. This is being required in an effort to minimize identity theft. For information on obtaining your EIN, you may call the IRS at 800-829-4933 or visit the following web site: <http://www.irs.gov/businesses/>

CHECK HERE IF YOU ARE A SOLE OWNERSHIP OR PARTNERSHIP AND COMPLETE SECTION 11: ☐

## PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences.

### Check below to claim a preference under 34 TAC Rule 20.38

- ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- ☐ Agricultural products grown in Texas
- ☐ Agricultural products offered by a Texas bidder
- ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
- ☐ Texas Vegetation Native to the Region
- ☐ USA produced supplies, materials or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy Efficient Products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or Reused Computer Equipment of Other Manufacturers
- ☐ Foods of Higher Nutritional Value

**TEXAS PROCUREMENT AND SUPPORT SERVICES**  
**STANDARD TERMS AND CONDITIONS:**  
**ITEMS BELOW APPLY TO AND BECOME PART OF BID.**  
**ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

**1. BIDDING REQUIREMENTS:**

- 1.01. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.02. Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.03. Bids must be time stamped at Texas State Soil & Water Conservation Board (TSSWCB) on or before the hour and date specified for the bid opening.
- 1.04. Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.05. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.06. Bid prices are requested to be firm for TSSWCB acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.07. Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.
- 1.08. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the TSSWCB based on an acceptable written reason.
- 1.09. Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.10. **AWARD NOTICE:** The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.
- 1.11. Consistent and continued tie bidding could cause rejection of bids by the TSSWCB and/or investigation for antitrust violations.
- 1.12. The telephone number for FAX submission of bids is 1-254-773-3311. This is the only number that will be used for the receipt of bids. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. Call 254-773-2250 for FAX confirmation.
- 1.13. Inquiries pertaining to this IFB must include the requisition number, class/item codes, and opening date.

**2. SPECIFICATION:**

- 2.01. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
- 2.02. Unless otherwise specified, items shall be new and unused and of current production.
- 2.03. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.04. Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.
- 2.05. The State will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (IFB).
- 2.06. Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

**3. TIE BIDS:**

Awards will be made in accordance with 34 TAC Rules 20.36(b)(3) and 20.38 (Preferences).

**4. DELIVERY:**

- 4.01. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.02. If delay is foreseen, bidder shall give written notice to the TSSWCB and the ordering agency. Bidder must keep the TSSWCB and ordering agency advised at all times of status of order.
- 4.03. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TSSWCB to purchase the goods or services of this IFB elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.
- 4.04. No substitutions permitted without written approval of TSSWCB.
- 4.05. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

5. **INSPECTION AND TESTS:**

All goods will be subject to inspection and test by the State. Authorized TSSWCB personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the bidder in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the bidder or held for disposition at bidder's expense. Latent defects may result in revocation of acceptance.

6. **AWARD OF CONTRACT:**

A response to this IFB is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in §§2155.074, 2155.144, 2156.007, and 2157.003, Gov't Code, shall also be considered in making an award when specified. Any legal actions must be filed in Bell County, Texas.

7. **PAYMENT:**

Bidder shall submit 2 copies of an itemized invoice showing State order number and agency requisition number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251, Gov't Code.

8. **PATENTS, TRADEMARKS, OR COPYRIGHTS:**

Bidder agrees to defend and indemnify the TSSWCB and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the CPA's or the State's use of any good or service provided by the bidder as a result of this IFB.

9. **BIDDER ASSIGNMENTS:**

Bidder hereby assigns to the TSSWCB any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. §1, *et seq.*, and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code §15.01, *et seq.*

10. **BIDDER AFFIRMATIONS:**

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

10.01. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

10.02. Pursuant to 15 U.S.C. §1, *et seq.* and Tex. Bus. & Comm. Code §15.01, *et seq.* neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

10.03. Pursuant to §2155.004, Gov't Code, neither the bidder nor any person or entity which will participate financially in any contract resulting from this IFB has received compensation for participation in the preparation of the specifications for this IFB.

10.04. Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

10.05. Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this IFB is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.

10.06. As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this IFB shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Bidder shall comply with rules adopted by TSSWCB under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

10.07. Pursuant to §669.003, Gov't Code, TSSWCB may not enter into a contract with a person who employs a current or former executive head of the TSSWCB until four years has passed since that person was the executive head of the TSSWCB. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of the TSSWCB in the past four years. If bidder does employ a person who was the executive head of the TSSWCB, provide the following information:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Position with Bidder: \_\_\_\_\_

Date of Employment with Bidder: \_\_\_\_\_

10.08. In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

- 10.09. Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>
- 10.10. Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.
- 10.11. Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.
- 10.12. Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TSSWCB under the IFB and any resulting contract, if any, and that bidder's provision of the requested items under the IFB and any resulting contract, if any, would not reasonably create an appearance of impropriety.
11. **NOTE TO BIDDER:**  
If bidder takes any exceptions to any provisions of the IFB, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the IFB and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire IFB. If any bidder takes a 'blanket exception' to the entire IFB or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.
12. **DISPUTE RESOLUTION:**  
The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by the TSSWCB and the bidder to attempt to resolve any dispute arising under any contract resulting from this IFB.
13. **NON-APPROPRIATION OF FUNDS:**  
Any contract resulting from this IFB is subject to termination or cancellation, without penalty to TSSWCB, either in whole or in part, subject to the availability of state funds. TSSWCB is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TSSWCB becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TSSWCBs or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TSSWCB will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TSSWCB will not be required to give prior notice.
14. **TEXAS PUBLIC INFORMATION ACT:**  
Notwithstanding any provisions of this IFB to the contrary, bidder understands that TSSWCB will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to TSSWCB any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this IFB. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.
15. **CONFLICT OF INTEREST:**  
Under §2155.003, Gov't Code, a TSSWCB employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TSSWCB or purchasers of other state agencies.
17. **FORCE MAJEURE:**  
Neither bidder nor TSSWCB shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this IFB caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
18. **INDEPENDENT CONTRACTOR:**  
Bidder is and shall remain an independent contractor in relationship to the TSSWCB. The TSSWCB shall not be responsible for withholding taxes from payments made under any contract resulting from this IFB. Bidder shall have no claim against the TSSWCB for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

**19. INDEMNIFICATION:**

**BIDDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TSSWCB, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF BIDDER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT WITH BIDDER RESULTING FROM THIS IFB. BIDDER SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TSSWCB. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE BIDDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR CPA FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TSSWCB OR ITS EMPLOYEES.**

**20. RIGHT TO AUDIT:**

In addition to and without limitation on the other audit provisions of this IFB, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the bidder or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the bidder or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the bidder or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This IFB or any contract resulting from this IFB may be amended unilaterally by TSSWCB to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards.



INVITATION FOR BIDS  
TEXAS STATE SOIL & WATER CONSERVATION  
BOARD  
Continuation Page(s)

BID OPENING ► 10 AM 3/26/2021

REQUISITION NO. ► 592-21-TEMPLE  
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<b>VENDOR</b> VENDOR ID # VENDOR NAME
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ITEM NO.	CLASS & ITEM	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
	910-39	Janitorial/Custodial services for Temple Office					



Invitation for Bid  
Janitorial Services, Temple, Texas

Pursuant to Texas Government Code Section 2165.001, *Custodianship of State property*, and Section 2156.121, *Use of Competitive Sealed Proposals*, the Texas State Soil & Water Conservation Board is requesting responses to this Request for Proposals for the provision of janitorial services for the office located in Temple, Texas.

Services shall comply with all statements included in General Terms and Conditions and performed in accordance with attached Statement of Work.

***Failure to sign on the first page of this invitation for bids is grounds for disqualification.***

Monthly Pricing: Services performed as per Statement of Work.

Schedule of Events:

2/24/2021- Issue Invitation for Bids

3/03-05/2021- Optional Walkthrough

3/10/2021- Deadline for Questions

3/25/2021- Deadline for Receipt of Bids

3/26/2021- Bid Opening

3/26/2021- Evaluation of Bids

3/27/2021- Notice of Award

WALKTHROUGHS: There will be an optional walkthrough held between March 3<sup>rd</sup> thru March 5<sup>th</sup>, 2021 at 10:00 AM/ or 3:00 PM. Please check in and sign the sign-in sheet upon arrival. A face covering will be required. A short tour of the building will be given. Any questions that come up during the walkthrough must be submitted in writing to Amy Devereaux. Nothing stated during the walkthrough is binding unless addressed in an addendum.

REFERENCES: Provide three (3) references for jobs of similar scope and size. Ensure information is accurate as references will be contacted and verified prior to notice of award. References will be judged on a Pass/Fail basis.

All bids must be submitted in triplicate- one original, and two copies.

QUESTIONS: All questions for this solicitation shall be provided in writing to Amy Devereaux at e-mail address: [adevereaux@tsswcb.texas.gov](mailto:adevereaux@tsswcb.texas.gov). All inquiries will result in a written response posted to the TSSWCB website, at [www.tsswcb.texas.gov](http://www.tsswcb.texas.gov).

It is the vendor's responsibility to check with Amy Devereaux at the TSSWCB for all applicable addenda prior to submitting their bid. Contact with personnel other than contact listed above in regards to this solicitation will be grounds for disqualification.

ORDER OF PREFERENCE: Any conflicts in terms and conditions shall be resolved with precedence given to Exhibit A-General Terms and Conditions, then Exhibit B- Statement of Work, then Invitation for Bids, and then resulting Purchase Order.

HUB SUBCONTRACTING PLAN: Vendors shall complete the HUB Subcontracting Plan and submit this with their bid. Even if your company will not be using any subcontractors, we need the HUB Subcontracting Plan completed as such.

Respondent Contact Information:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

SUBMISSION OF BIDS: Bids may be hand delivered, mailed, sent via overnight delivery, faxed, scanned and e-mailed to the appropriate destinations. Bids must be received prior to 5:00 pm, March 25, 2021.

Hand Delivered or sent Overnight Delivery:

Tx State Soil & Water Conservation Board

1497 Country View Lane

Temple, TX 76504

Faxed Bids:

254/773-3311

Attn: Amy Devereaux

E-Mailed:

[adevereaux@tsswcb.texas.gov](mailto:adevereaux@tsswcb.texas.gov)

NOTIFICATION OF AWARD: Selected vendor will be notified of award by letter. The award will also be posted on the TSSWCB website on date award is made.

## STATEMENT OF WORK

- A. **SCOPE**: Perform routine “daily”, “weekly” and “monthly” tasks at the Texas State Soil and Water Conservation Board located at 1497 Country View Lane, Temple, TX 76504. The square footage of office is approximately 7969 square feet. Services shall be performed after 5:00 pm Monday through Friday, and anytime Saturdays or Sundays.
- B. **TERM and TERMINATION**: This service shall be for a period beginning April 1, 2021, and shall expire on March 31, 2022, with the option to renew for three additional years. The Texas State Soil & Water Conservation Board (TSSWCB) may, in its sole discretion, terminate this Contract upon thirty (30) days’ written notice to Contractor. Such notice may be provided by fax or certified mail, return receipt requested and is effective upon Contractor’s receipt.
- C. **CONTRACT ADMINISTRATOR**: The Contract Administrator will be appointed prior to award of Contract, and will be the authorized contact during the performance of the contract.
- D. **DAILY TASKS**: Vendor shall perform the following services daily.
- a. All trash shall be collected and emptied (stained trash liners replaced)
  - b. Remove visible debris from floors
  - c. Clean glass entry doors
  - d. Restrooms: stock all supplies (toilet paper/hand towels/soap/seat covers)  
Clean and disinfect toilets, sinks, faucets, and light switch  
Spot damp mop floors if needed
  - e. Break Room: Clean/disinfect sink, counter, table, and microwave (interior & exterior)  
Spot damp mop floor if needed
  - f. Arm office security alarm before leaving
- E. **WEEKLY TASKS**: Vendor shall perform the following services weekly.
- a. Sweep/mop/vacuum floor in lobby/reception area, and common areas
  - b. Remove spider webs
  - c. Wet mop Break Room and Restroom floors
- F. **MONTHLY TASKS**: Vendor shall perform the following services monthly.
- a. Vacuum all carpeted areas
  - b. Dust tops of file cabinets and cubicles

**G. SUPPLIES AND EQUIPMENT**

- a. **Necessary Equipment:** Contractor shall furnish and maintain all equipment and tools necessary to complete all custodial tasks for the location serviced.
- b. **Materials and Supplies:** The Contractor shall provide all chemicals, and cleaning supplies. TSSWCB will provide the hand soap, toilet paper, hand towels, toilet seat covers, and trash bags. Consumable supplies will be maintained on-site in a secure storage area provided by agency. Contract shall notify Contract Administrator when supplies are getting low.

H. **JANITORIAL TASKS.** The following are the descriptions of the custodial tasks to be completed by the Contractor under this Contract and the standards that Contractor must adhere to, as evaluated by the Contract Administrator. These tasks are general in nature and are not intended to eliminate specific elements of the housekeeping routine. However, the specific elements of the housekeeping routine are judged against the general task description and standard. All tables, chairs, and similar items moved by the Contractor during the performance of these custodial tasks shall be returned to their original or proper location. Contractors may utilize properly maintained battery or electric equipment.

- a. **Clean or Cleaning.** The removal of dirt, soil, stains, liquids, trash, refuse, and any other foreign material from an item, fixture, or area. Cleaning may include the process of disinfecting, if required by TSSWCB. When properly cleaned by Contractor, an area, fixture, or item shall be free of all dirt, soil, stains, or other foreign material and shall present a clean, safe, healthy, and pleasant appearance.
- b. **Wet Mopping.** The removal of dirt, soil, liquids, or other foreign materials from a floor using a cotton or similar yarn type mop and sufficient neutral detergent and water solution or neutral disinfecting detergent and water solution. Wet mopping shall include rinsing, if required or recommended by the detergent manufacturer. When properly completed by Contractor, a wet mopped floor shall be free of all dirt, soil, liquids, or other foreign material. The floor shall present a uniform appearance free of streaks, heel-marks, or any other marks that can be reasonably removed through wet mopping. All splash marks and/or spots on walls, furniture, and fixtures that occur during wet mopping shall be removed before conclusion of the wet mopping task.
- c. **Damp Mopping.** The use of a cotton or similar yarn type mop which has been mechanically wring or squeezed to remove excess solution for the purpose of removing light soil, dirt, liquid or other foreign material from a floor. Damp mopping is done when the entire area does not require complete mopping or if the area is not soiled sufficiently to require wet mopping. When properly completed by Contractor, damp mopping is held to the same quality standards wet mopping.
- d. **Vacuuming.** The mechanical removal of loose dust, dirt, soil, debris, and other foreign material from carpeted floors. When properly vacuumed by Contractor, there shall be no evidence of any dust, dirt, or any other loose foreign material. Contractor shall

vacuum with a machine that has adequate suction to lift all dirt and residue from the base of the rug nap (5.0 amps or greater). Contractor is responsible for making sure that the machine is not only rated to function correctly, but is also working correctly at the time the job is being performed.

- e. **Dusting.** The removal of airborne dirt, soil, lint, or other foreign material from furniture, fixtures, and flat surfaces as noted in the Statement of Work. When properly dusted by Contractor, all items shall be free of any airborne materials, streaks, and smudges. Airborne matter shall be removed by either mechanical, chemical, or manual means. Contractor shall not use devices that merely displace or redistribute the matter such as feather dusters, unless such devices are treated to attract and hold the matter.
- f. **Glass Cleaning.** The removal of dirt, soil, smudges, fingerprints, and other foreign material from the surfaces of interior glass doors or mirrors. When properly cleaned by Contractor, glass objects shall be free of all dirt, soil, smudges, streaks, smears, or any other substances. All excess spray or solution shall be removed from any surrounding trim or surfaces.
- g. **Disinfecting.** The removal or neutralization of material containing or supporting the growth of bacterial or viral organisms capable of causing infection, through the application of a disinfectant by either manual or mechanical methods. When properly disinfected by Contractor, surfaces shall be as free as possible of material containing living bacteria, viruses, or other contaminants capable of causing infection.
- h. **Trash/Litter Removal.** The collection and disposal of all materials which are placed into appropriate containers dedicated for trash disposal. When properly emptied, trash/litter receptacles shall be free of all wastes and disposed materials. When any receptacle is used for disposal of liquid or wet wastes, the liner shall be replaced by Contractor regardless of its age or appearance. If a liner leaks or otherwise allows waste to contact a receptacle, Contractor shall clean and disinfect such receptacle. Contractor will be responsible for the immediate spot cleaning of any flooring or carpeting if Contractor or their employee(s) allow bags to leak on floor.
- I. **ACCEPTABILITY OF WORK.** The Contract Administrator shall determine the acceptability of all work performed/accomplished. Definitions of terms and standards will be used in evaluating services. If conditions are not acceptable, the Contractor shall visit the facility and review and correct all problem areas immediately. Failure to maintain an acceptable level of service will result in the assessment of actual damages and/or termination of contract.
- J. **STORAGE SPACE.** The Contractor shall store required supplies, materials, and equipment in storage area designated as Janitorial by the TSSWCB. The Contractor agrees to keep these areas neat and clean at all times and to comply with applicable safety and fire regulations.
- K. **NEEDED REPAIRS/DAMAGES.** Contractor personnel shall promptly notify the Contract Administrator of needed repairs and/or damages to fixtures, building and appurtenances. Any

item of a critical, priority, or emergency nature shall be reported to the Contract Administrator immediately upon discovery.

- L. **REQUIREMENTS FOR JANITORIAL STAFF.** A complete list of Contractor's personnel or subcontracted personnel will be provided to the Contract Administrator at the beginning of the contract period.

***\*\* The use of any kind of intoxicants or illegal drugs while on duty by the Contractor's employees shall result in termination of the contract by TSSWCB. Intoxicants or illegal drugs shall not be brought onto state property by Contractor's employees.***

M. **CONTRACTOR'S RESPONSIBILITIES.**

1. The Contractor shall be responsible for the complete performance/accomplishment of all of the work under the contract, and for the chemicals, tools, equipment, supplies and methods used to perform/accomplish the work, and property of every description used in connection therewith.
2. The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in a matter affecting the performance of the purchase order including, if applicable, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, Contractor shall furnish TSSWCB with satisfactory proof of its compliance.

- N. **PERFORMANCE OF THE WORK.** If the Contractor fails to maintain an acceptable level of service/results, or if in the judgment of the Contract Administrator, the Contractor's work methods are not adequate to ensure completion of the work per the allotted schedule, the Contract Administrator may direct the Contractor at no additional cost to TSSWCB to revise work schedules to ensure completion of the work.

- O. **NON-PERFORMANCE OF WORK.** Failure to perform/accomplish any of the obligations in these specifications will be considered nonperformance of work/unacceptable results-and may result in the withholding of payment with possible termination of contract.

### Vendor References

Name of business: \_\_\_\_\_

Contact person: \_\_\_\_\_

Contact number: \_\_\_\_\_

Size of facility: \_\_\_\_\_

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Name of business: \_\_\_\_\_

Contact person: \_\_\_\_\_

Contact number: \_\_\_\_\_

Size of facility: \_\_\_\_\_

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Name of business: \_\_\_\_\_

Contact person: \_\_\_\_\_

Contact number: \_\_\_\_\_

Size of facility: \_\_\_\_\_

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## CUSTODIAL SERVICES CHECKLIST

If brought to Contract Administrator's attention that services are not performed in strict compliance with contract, the checklist below may be used as deemed necessary.

	Contractor Performed	CA Approved
<b>RESTROOMS</b>	X	X
Damp mop, rinse and dry floor surfaces to eliminate all dirt, stains and debris		
Disinfect all sinks, toilets, faucets, and wall switches to eliminate germs, bacteria		
Collect all litter and debris		
Clean all glass and mirrors		
Replenish toilet paper, hand towels, toilet seat covers, and soap as needed		
<b>BREAK ROOM</b>	X	X
Removal of dirt, debris from hard floor surface		
Damp mop hard floor surface		
Wipe clean and disinfect sink, counter top, table, and microwave		
Collect all litter and debris		
<b>MAIL ROOM</b>		
Collect litter and debris		
<b>OFFICE and PUBLIC AREAS</b>	X	X
Collect litter and debris		
Make sure floor is free of dirt and debris		
Glass is clean, and free of streaks and smudges		

Comments:

Contractor Signature

Date

Administrator Signature

Date

# STATE OF TEXAS HOLIDAY SCHEDULE

Fiscal Year 2021

Holiday	Agency Status	Date	Day of Week
Labor Day	Office Closed	09-07-20	Monday
Rosh Hashanah		09-19-20	Saturday
Rosh Hashanah		09-20-20	Sunday
<i>Yom Kippur</i>	<i>Optional Holiday</i>	09-28-20	<i>Monday</i>
Veterans Day	Office Closed	11-11-20	Wednesday
Thanksgiving Day	Office Closed	11-26-20	Thursday
Day After Thanksgiving	Office Closed	11-27-20	Friday
Christmas Eve Day	Office Closed	12-24-20	Thursday
Christmas Day	Office Closed	12-25-20	Friday
Day After Christmas		12-26-20	Saturday
New Year's Day	Office Closed	01-01-21	Friday
Martin Luther King, Jr. Day	Office Closed	01-18-21	Monday
Confederate Heroes' Day	Skeleton Crew Required	01-19-21	Tuesday
Presidents' Day	Office Closed	02-15-21	Monday
Texas Independence Day	Skeleton Crew Required	03-02-21	Tuesday
<i>Cesar Chavez Day</i>	<i>Optional Holiday</i>	03-31-21	<i>Wednesday</i>
<i>Good Friday</i>	<i>Optional Holiday</i>	04-02-21	<i>Friday</i>
San Jacinto Day	Skeleton Crew Required	04-21-21	Wednesday
Memorial Day	Office Closed	05-31-21	Monday
Emancipation Day		06-19-21	Saturday
Independence Day		07-04-21	Sunday
LBJ Day	Skeleton Crew Required	08-27-21	Friday



# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
  - ☐ Section 2 c. - Yes
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - ☐ Section 2 c. - No
  - ☐ Section 2 d. - Yes
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - ☐ Section 2 c. - No
  - ☐ Section 2 d. - No
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
  - ☐ Section 3 - Self Performing Justification
  - ☐ Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE:** Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

## - - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract\* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

## SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: \_\_\_\_\_ Bid Open Date: \_\_\_\_\_  
(mm/dd/yyyy)

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☐ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <b>do not</b> have a <b>continuous contract</b> * in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract</b> * in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract**\* in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION 3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

**SECTION 4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature

Printed Name

Title

Date  
(mm/dd/yyyy)

**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

## Rev. 2/17

**IMPORTANT:** If you responded "Yes" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

[illegible]

Page 1 of 1  
(Attachment A)



# HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**IMPORTANT:** If you responded "**No**" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If **Yes**, continue to SECTION B-4.)

☐ - No / Not Applicable (If **No** or **Not Applicable**, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

**a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs **at least seven (7) working days** to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbldsearch/index.jsp>. HUB status code "**A**" signifies that the company is a Texas certified HUB.

**b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

**c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers **in Texas** to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers **at least seven (7) working days** prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

**d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

## SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: \_\_\_\_\_

State of Texas VID #: \_\_\_\_\_

Point-of-Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Fax #: \_\_\_\_\_

## SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: \_\_\_\_\_

Point-of-Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_

Requisition #: \_\_\_\_\_

Bid Open Date: \_\_\_\_\_

(mm/dd/yyyy)

## SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

### 1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than \_\_\_\_\_ on \_\_\_\_\_  
Central Time Date (mm/dd/yyyy)

*In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).*

*(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*

### 2. Subcontracting Opportunity Scope of Work:

### 3. Required Qualifications:

☐ - Not Applicable

### 4. Bonding/Insurance Requirements:

☐ - Not Applicable

### 5. Location to review plans/specifications:

☐ - Not Applicable



